

PROJECT AGREEMENT FOR THE NATIONAL SCHOOL FOR TRAVELLING SHOW CHILDREN

Council of
Australian
Governments

An agreement between:

- n the Commonwealth of Australia; and
- n New South Wales

The output of this Agreement will be the provision of on-site supervision services for students of the National School for Travelling Show Children.

Project Agreement for the National School for Travelling Show Children

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.
2. This Agreement will support the provision of on-site supervision services for students who are part of the National School for Travelling Show Children (NSTSC) during the 2015 and 2016 school years, to help ensure their safety and educational support during show circuits. The students receive educational instruction through the Dubbo School of Distance Education.
3. This Agreement operates in conjunction with a Memorandum of Understanding (MoU) between the Commonwealth and the States of New South Wales, Queensland and Victoria.

PART 1 – FORMALITIES

Parties to this Agreement

4. This Agreement is between the Commonwealth of Australia (the Commonwealth) and New South Wales.

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and New South Wales sign the Agreement and will expire on 30 June 2016 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.
6. This Agreement will be terminated should the NSTSC become registered as a school.

PART 2 – PROJECT OUTPUT

Output

7. The output of this Agreement will be the provision of on-site supervision services for the NSTSC.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

8. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones under this Agreement, to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent funding contribution to New South Wales to support the implementation of this Agreement.

Role of New South Wales

9. New South Wales will be responsible for:
 - (a) managing the continued provision of education services to students of the NSTSC, from Kindergarten to Year 6, through the Dubbo School of Distance Education;
 - (b) managing the financial contributions received from the Commonwealth and other states where NSTSC students reside (currently Queensland and Victoria), in accordance with the MoU agreed with those jurisdictions;
 - (c) providing a financial contribution in accordance with the MoU to support the implementation of this Agreement;
 - (d) all aspects of delivering on the project outputs set out in this Agreement and in accordance with the MoU; and
 - (e) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

Shared roles

10. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

11. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 1: Milestones, reporting and payment summary

Output	Milestones	Report due	Payment
Provision of on-site supervision services for the NSTSC	Provision to the Commonwealth of the final agreed MoU between New South Wales, Victoria, Queensland and the Commonwealth Finalisation of a funding agreement between New South Wales and the NSTSC	31 March 2015	\$100,000
	Demonstration of the delivery of the output of this Agreement through a performance report, including the following information for the 2015 school year: <ul style="list-style-type: none"> • details of the NSTSC students assisted by this Project Agreement and the MOU (including number of students, year level, state/territory of residence); • details of the educational support provided to the NSTSC students through the Dubbo School of Distance Education (including learning programs, field visits, teacher support, technical support); and • confirmation of the funding contributions provided by jurisdictions in accordance with the MoU. 	31 January 2016	\$100,000

Reporting arrangements

12. New South Wales will provide a performance report in accordance with Table 1 during the operation of the Agreement. The performance report is to contain a description of actual performance in the period to date against the project milestones.
13. New South Wales will provide a final report by 31 January 2017 which will include the following information for the 2016 school year:
 - details of the NSTSC students assisted by this Project Agreement and the MoU (including number of students, year level, state/territory of residence);
 - details of the educational support provided to the NSTSC students through the Dubbo School of Distance Education (including learning programs, field visits, teacher support, technical support);
 - the students' educational outcomes; and
 - confirmation of the funding contributions provided by jurisdictions in accordance with the MoU.

PART 5 – FINANCIAL ARRANGEMENTS

14. The Commonwealth will provide a total financial contribution to New South Wales of \$200,000 in respect of this Agreement. All payments are GST exclusive.
15. The Commonwealth's funding contribution will not be reduced where New South Wales secures funding from other activity partners.
16. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to New South Wales paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 2.

Table 2: Estimated financial contributions

(\$)	2014-15	2015-16	Total
Estimated total budget	619,142	619,142	1,238,284
Less estimated National Partnership Payments	100,000	100,000	200,000
Balance of non-Commonwealth contributions [#]	519,142	519,142	1,038,284
New South Wales	194,678	194,678	389,356
Victoria*	162,232	162,232	324,464
Queensland*	162,232	162,232	324,464

[#] Balance of non-Commonwealth contributions estimates are based on 2014 costs. These figures may vary, subject to the terms of the MoU.

* Contributions from Victoria and Queensland are paid direct to New South Wales under the terms of the MoU.

17. Having regard to the agreed estimated costs of projects specified in a Project Agreement, New South Wales will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, New South Wales bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for New South Wales to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

18. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

19. The Agreement may be amended at any time by agreement in writing by both Parties.
20. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

21. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

22. Either Party may give notice to the other Party of a dispute under this Agreement.
23. Officials of both Parties will attempt to resolve any dispute in the first instance.
24. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

The Parties have confirmed their commitment to this agreement as follows:

**Signed for and on behalf of the Commonwealth
of Australia by**

The Honourable Christopher Pyne MP
Minister for Education

Date:

**Signed for and on behalf of the
State of New South Wales by**

The Honourable Adrian Piccoli MP
Minister for Education

Date:

The Parties have confirmed their commitment to this agreement as follows:

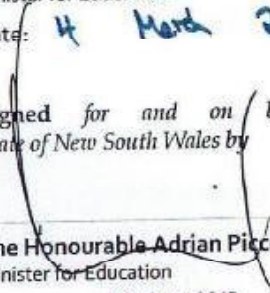
Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Christopher Pyne MP
Minister for Education

Date: 4 March 2015

Signed for and on behalf of the
State of New South Wales by



The Honourable Adrian Piccoli MP
Minister for Education

Date: 17 APR 2015